

# City of Albion

06/26/72  
US EPA RECORDS CENTER REGION 5



467863

OFFICE OF CITY MANAGER

NEAL A. GODBY

CITY MANAGER

Telephone (517) 629-2846

June 28, 1972

MEMO: City Clerk  
FROM: NEAL A. GODBY  
SUBJECT: Contract for Sanitary Landfill Services

Attached hereto is a copy of the new three year contract between the City of Albion and Gordon Stevick for sanitary landfill services. The payments provided for in the contract, specifically, \$2,083 per month the first year, is retroactive to March 1, 1972. Therefore, a check should be prepared for Mr. Stevick which would provide him with the difference between the \$2,083 per month and that which he has been receiving since March 1.

In addition, the contract also provides that effective July 1, 1972, the City shall receive from Albion College the charges for landfill services rather than having the college pay Mr. Stevick. Would you please then proceed to bill Albion College in the amount of \$3,000 per year, or \$1,500 each six months, for sanitary landfill services, effective July 1, 1972.

Sincerely,

b  
enclosure

4. That the Contractor shall enforce such regulations for use of the said waste disposal yard as the City Council of the City may prescribe, and regulations hereafter established shall be reasonable and shall not cause the Contractor to expend substantial additional sums to operate the waste disposal yard, and the Contractor shall operate the said waste disposal yard pursuant to the requirements established by the Sheridan Township Zoning Appeals Board, and any new regulations not in conformance with these requirements shall also be approved by said board.

5. That the Contractor shall operate the said waste disposal yard in a safe and sanitary manner satisfactory with the reasonable requirements of the City's Director of Public Works. That the Contractor shall maintain in neat appearance a large sign at the entrance to the landfill indicating the hours the landfill is open to the public and the fees which will be charged. That the Contractor shall have the landfill open to the public each week Tuesday through Saturday, excluding holidays, and the hours will be from 9:00 a.m. to 4:30 p.m. Such hours may be changed by agreement of the parties.

6. That the Contractor shall provide to Albion College and the citizens, businesses and industries located in the City of Albion, disposal services without charge of all household and business wastes. Examples of such wastes are bottles, cans, rubbish, wooden furniture, shrubbery trimmings not exceeding one inch in diameter, cardboard boxes, etc. Such wastes shall be securely boxed, bagged or bundled in units not exceeding 24 inches in height in order to receive free disposal service. The Contractor shall provide free service to the City of Albion departments including street refuse, City clean-up projects, and tree and bush trimmings up to four inches in diameter. The Contractor may charge for non-compactible wastes, commercially hauled wastes and by-products of manufacturing processes including foundry sand. Such wastes include demolition materials, appliances, tanks and unsecured papers or materials exceeding 24 inches in height. Charges for commercially hauled vehicles and for non-compactible materials shall be according to a schedule attached hereto and made a part hereof.

7. That this Agreement shall be in effect for a period of Three (3) years from and after March 1, 1972, unless sooner terminated by mutual agreement of the parties or by the City as hereinafter provided, and the City shall pay to the Contractor, in consideration of the land, labor, equipment, supervision and services furnished by the Contractor to operate a satisfactory sanitary landfill waste disposal yard as provided for herein, the following sums: \$2,083 per month commencing March 1, 1972; \$2,292 per month commencing March 1, 1973; and \$2,521 per month commencing March 1, 1974. Each monthly payment shall be made on or before the 10th day of the month following the month in which such contract services are performed. That the Contractor shall

such lease shall be at the rate of \$1,200 per year payable quarterly. Such lease shall remain in effect until the land has been completely used for sanitary landfill purposes. In the event such option to lease is exercised, the City shall operate such sanitary landfill pursuant to all applicable laws and the reasonable requirements of the Owners, and the City shall save the Owners harmless from any claim of liability from such operation. In the event the City removed any sand or gravel from the premises during such operation, the City hereby agrees to pay the Owners 25 cents per cubic yard for sand or gravel on the 10th of the month following such removal.

13. Notices provided for herein may be served personally or by registered mail to the address herein or the last known address of the Contractor.

14. This Agreement may be assigned by the Contractor upon the written consent of the City and this Agreement shall be binding on the heirs and successors of the parties hereto.

15. That Marguerite M. Stevick joins in the execution of this Agreement as one of the entireties owners of the real estate described herein for purposes of giving full effect to the option to lease provisions contained herein, and she does not sign this instrument as Contractor.

16. This Contract supersedes the Contract between the parties signed May 24, 1966.

IN WITNESS WHEREOF the parties have hereunto set their hands this 26th day of June, 1972.

Witnessed by:

CITY OF ALBION

Bette A. Lane

By Neal A. Godby  
Neal A. Godby, City Manager

Bette A. Lane

Gordon D. Stevick  
Gordon D. Stevick

Marguerite M. Stevick  
Marguerite M. Stevick

# ARTICLE I

WHEREAS, the City Council of the City of Albion, Michigan, a Municipal Corporation, desires to continue to provide and maintain a waste yard for the use of City of Albion residents and industries subject to such regulations for use as the City Council may prescribe; and

WHEREAS, Gordon D. Stawick and Marguerite M. Stawick, husband and wife, of Lot #1, Crystal Lake, Cement City, Michigan, are the owners of a certain parcel of real estate containing approximately 20 acres adjacent to East Erie Road in Section 36 of Sheridan Township, Calhoun County, Michigan, and

WHEREAS, Gordon D. Stawick desires to contract with the said City of Albion to provide all land, labor, equipment, supervision and services necessary to operate a sanitary landfill waste disposal yard on said parcel;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is agreed by the City of Albion, hereinafter referred to as the City, and Gordon D. Stawick, hereinafter referred to as the Contractor, as follows:

1. That the Contractor shall provide all land, labor, equipment, supervision and services necessary to operate a satisfactory sanitary landfill waste disposal yard for the City and the residents, businesses, and industries of the City, and that the City shall permit the Contractor to contract separately with the City's franchise holder for garbage collection for waste yard disposal of garbage collected in the City of Albion.
2. That the said waste disposal yard shall be operated on a certain parcel of land situated in the Township of Sheridan, Calhoun County, Michigan, and described as follows, to-wit:

Lot #1 of Separable Part of Section 36, Township 2 North, Range 4 West, Sheridan Township, Calhoun County, Michigan, according to the plat thereof recorded in Volume 34 of Maps on Page 7 in the office of the Register of Deeds for Calhoun County, except the Southern 1/4 East Quarter.

7. That this Agreement shall be in effect for a period of four (4) years from and after March 1, 1978 unless sooner terminated by mutual agreement of the parties or by the City as hereinafter provided, and the City shall pay to the Contractor, in consideration of the land, labor, equipment, supervision and services furnished by the Contractor to operate a satisfactory sanitary landfill waste disposal yard as provided for herein, the following sums: \$3,500 per month commencing March 1, 1978; \$3,750 per month commencing March 1, 1979; and \$4,000 per month commencing March 1, 1980, and \$4,250 per month commencing March 1, 1981. Each monthly payment shall be made on or before the 10th day of the month following the month in which such contract services are performed. Further, the Contractor shall continue to obtain disposal service fees paid by Albion College.

9. That the Contractor shall carry Workmen's Compensation insurance on any persons employed by the Contractor to perform services provided in this Agreement, and the Contractor shall carry a policy of general liability insurance as required by the Michigan Department of Health covering persons coming on the above described premises during the period of this contract.